**WITHOUT PREJUDICE**

**By Regd AD**

**Date---/01/2020**

To,

Anand and Anand

B-41, Nizamuddin East

New Delhi-110013 (India)

**Sub: Reply to your legal notice for the Trademark “HOTEL RASIKA RENAISSANCE’’ **

Dear Sir/ Madam,

Under the instruction, information and documents received from our client ‘**Mr. Rajendra Mahadev Dakare’, Address- R.S No 4/26, E Ward, Opp. Shahu Market Yard, Kolhapur- 416 416**. We hereby give a reply to your aforementioned Legal Notice Dated 16th December 2019as follows-

We have gone through all the contents, averments alleged in your legal notice. Consequently, our Client has instructed us to respond to your abovementioned Legal Notice in the following manner:

1. At the outset, our Client denies each and every statement made by your client in the Notice. Nothing contained in the Notice should be deemed to be admitted for want of specific traverse, save and except what has been specifically admitted herein below. The Notice is without any basis, unfounded and does not merit any consideration.
2. Our clients state and submit that the present notice issued by your client is false, frivolous and based on entirely wrong facts. At the further outset, our clients, *inter alia*, denies that your client has any cause of action, legitimate or otherwise, to initiate any proceedings against our clients for alleged offences under the provisions of The Trade Marks Act 1999 or any other relevant common law remedy of whatsoever nature.
3. Your client has caused the Notice to be issued to our Client with the intention of defaming our Client and maligning the goodwill and reputation that is associated with our client’s services. It is evident that your client feels threatened by the significant reputation and goodwill that our clients has in the market based on extensive record of providing superior quality services and has caused the Notice to be issued on false, frivolous and *mala fide* grounds and same is nothing but an malicious attempt on our clients part to dampen the commercial prospects of the services being provided by our clients to further its own monopolistic goals. The contents of the Notice are denied in toto.
4. Our client further states that he is in the said hotel business under the trade name **“Hotel Rasika Renaissance” **. Our client states he is in the said hotel business since 2014 and has earned huge reputation and goodwill in the market. Our client further states that he is running the said business in particular locality i.e. Kolhapur city of Maharashtra state in the name of Hotel **“Hotel Rasika Renaissance” .**  It is pertinent to note that our client has adopted the said tarade mark/ trade name in good faith and he is the honest and bona fide user of the said trade mark.
5. Further our client states that he was not aware about the your client and their marks/ trade name until receiving of the notice from your client. Our client has adopted the said **“Hotel Rasika Renaissance” **  trade mark for his said business because perviously our client was in the said Hoteling business and he has restart the said business again with the combination of previous and new trade name **Rasika & Renaissance** as a word **Renaissance** means rebirth, this is reason behind the adopting the trade mark **“Hotel Rasika Renaissance” **  and it has no connection with the your clients trade name.
6. That our client states that word **Renaissance** is descriptive word and as per the Trade Mark Act 1999 and ratio states by the Hon’ble Supreme Court and High Courts, no one can claim exclusive rights over the descriptive name and **Renaissance** is describing the meaning of rebirth. Hence, your client cannot ask or has right to ask our client to cease and desist from using the word **Renaissance.**
7. Without prejudice to the aforesaid, we have provided a paragraph wise reply to the notice below:
   1. **Re. Paragraph 1 to 3**: The contents of these paragraphs are details of previous notice issued by your client to our client, same is the true and our client states that our client have duly give reply to the said notice.
   2. **Re. Paragraph 4 to 8**: The contents of this paragraph are not relevant and only introductory in the nature which is the matter of record and our client does not wish to reply for the same.
   3. **Re. Paragraph 9 to 11**: The contents of these paragraphs are details of your clients business, its nature, alleged rights of your client in the said mark and alleged goodwill & reputation which are irrelevant and matter of record. Our client denies the all the contents of these paragraphs.
   4. **Re. Paragraph 12:** The content of said paragraph is denied by our client in toto same is being the matter of record and not relevant to our client and his trade mark.
   5. **Re. Paragraph 13:** The content of said paragraph is denied by our client in toto same is being the matter of record.
   6. **Re. Paragraph 14 & 15:** The contents of these paragraphs are denied by our client same is being matter of record, false and misleading. Our client further denied that our client has honestly and legally adopted the said **“Hotel Rasika Renaissance” **  trade mark. Our client also denied that our client is making use of your clients mark as a part of trading **Hotel Rasika Renaissance.** Our client further denied that he has illegally incorporated the logo which is structurally and conceptually deceptively similar to your client’s logo. Our client admits that he has applied for the trade mark  under application no.345742 in class 43.
   7. **Re. Paragraph 16:** The contents of said paragraphs are denied by our client in toto same is being false, misleading. Our client further denied that he has adopted the said trade mark with sole intention ride upon your client’s alleged goodwill and reputation. Further, our client denied that our client’s use of trade mark **Renaissance** is unauthorized and services rendered by our client provides a false representation to customers and other members of the public same is not possible and imaginary as a your client is not having it business at the place where our client is running the business.
   8. **Re. Paragraph 17:** The contents of this paragraph are denied by our client same is being imaginary, false and misleading.
   9. **Re. Paragraph 18:** The contents of this paragraph are denied by our client same is being imaginary, false and misleading.

* 1. **Re. Paragraph 19:** The contents of said paragraphs are denied by our client in toto same is being false, misleading, afterthought and fabricated. It is pertinent to note that our client’s place of business and your client’s place of business is different from each other, both of them are running their respective business at different locality with different name. Hence business activities carried out by our client does not amount to infringement of your clients mark, passing off of our clients goods and services as your clients services and goods, an attempt at our end to ride upon your clients alleged goodwill and reputation in the said mark and causing dilution of the disputed distinctiveness of your clients mark and name.
  2. **Re. Paragraph 20:** The contents of said paragraphs are denied by our client in toto same is being false, misleading, afterthought and fabricated. Our client sates that he has already given the reply to the averments and contentions raised the said paragraphs in the previous notice reply.
  3. **Re. Paragraph 21:**  Our client states that our client has not done anything wrong and he is honest and bona fide user of the trade mark **“Hotel Rasika Renaissance” **  and application for the registration of the said trade mark is in process. Furter Trade Mark registrar will definitely grant registration in favour of our clients application. Therfore, question of Cease and desist from using the word **Renaissance** including the logodoes not arises.

1. Your client has no cause of action, legitimate or otherwise to initiate any legal proceedings against our client under any law/ statute, including, but not imitated to for alleged damages, Trade marks Act 1999, and any other common Law remedy. In the event, your client is ill advised to initiate any proceedings against our client, the same shall be defended by our client at your client’s sole risk, cost and consequences.
2. In view of the offer said, we, on behalf of our clients, hereby call upon you to withdrawn the notice issued on behalf of your client within 15 days from the receipt of the notice reply failing which our client will proceed in accordance with law to protect its rights and interest. The present reply is being issued without prejudice to our client’s rights and remedies in law contract and equity all of which are expressly reserved.

Our client reserves all of its rights with respect to the issues raised herein.

All communication relating to this matter may be sent to this following address.

**Law Protectors**

‘Dhumal Niwas’,

Behind Kamla Nehru Hospital,

Near Barne School, Mangalwar Peth,

Pune- 411011

Yours Sincerely,

**Advocate**